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Attorneys for Defendant
 Downey Savings and Loan Association, F.A.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

REVEREND WILL HARDEMAN,

Plaintiff,

vs.

FAUZIA FARZANA, PRIMEWEST
 RESIDENTIAL LOANS, INC., DOWNEY
 SAVINGS AND LOAN ASSOCIATION, F.A.,
 DSL SERVICE COMPANY, FORECLOSURE
 CONSULTANTS, INC., and DOES 1-10,

Defendants.

Case No. C07-02317 EMC

STIPULATION AND ORDER
GRANTING DOWNEY SAVINGS
AND LOAN ASSOCIATION, F.A.,
LEAVE TO FILE COUNTER-CLAIM
AND CROSS-CLAIM

STIPULATION AND ORDER GRANTING DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A., LEAVE
TO FILE COUNTER-CLAIM AND CROSS-CLAIM
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1 Plaintiff Reverend Will Hardeman ("Hardeman"), on the one hand, and defendants
 2 Downey Savings and Loan Association, F.A., ("Downey Savings"), Foreclosure Consultants,
 3 Inc. ("FCI"), DSL Service Company ("DSL") and Fauzia Farzana ("Farzana") (collectively
 4 "defendants"), on the other hand, through counsel, hereby enter into the following stipulation:

5 WHEREAS, on January 24, 2007, Hardeman filed a Complaint for Damages,
 6 Declaratory and Injunctive Relief against Downey Savings and others in the action entitled
 7 Hardeman v. Farzana, et al., Alameda Superior Court Case No. RG 07307970, which action was
 8 removed to this Court pursuant to 28 U.S.C. § 1441(b) based on the federal question raised by
 9 Hardeman's claims under the federal Truth in Lending Act;

10 WHEREAS, on May 7, 2007, Downey Savings filed its Answer to the Complaint and
 11 now wishes to file a cross-claim for indemnity against defendants Fauzia Farzana and Primewest
 12 Residential Loans, Inc. and a counter-claim for declaratory relief and equitable subrogation
 13 against plaintiff Reverend Will Hardeman; and

14 WHEREAS, the parties wish to avoid the time and expense of Downey Savings bringing
 15 a motion for leave and agree that Downey Savings shall be permitted to file said claims.

16 NOW, THEREFORE, the parties hereby stipulate, through counsel, that:

17 1. Downey Savings be granted leave to file a counter-claim against Hardeman for
 18 declaratory relief and equitable subrogation and a cross-claim against Primewest Residential
 19 Loans, Inc. and Fauzia Farzana for express contractual indemnity, implied contractual
 20 indemnity, and equitable indemnity; and

21 2. This stipulation may be executed in counterpart and a facsimile signature shall be
 22 valid for all purposes.

23 Dated: November 9,
 24 September __, 2007

By: Dorothy D. Guillory
 Dorothy D. Guillory
 Attorney for Plaintiff Rev. Will Hardeman

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27
 28 STIPULATION AND ORDER GRANTING DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A., LEAVE
 TO FILE COUNTER-CLAIM AND CROSS-CLAIM
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November

1 Dated: September 14, 2007STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLPBy: Edward Egan Smith
Simon R. Goodfellow
Attorneys for Defendant Downey Savings
and Loan Association, F.A.

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7 Dated: September 4, 2007By: Christine M. Humphries
Attorney for Defendants DSL Service
Company and Foreclosure Consultants, Inc.

10 Dated: September __, 2007

LAW OFFICES OF JOHN L. FALLAT

By: John L. Fallat
Attorney for Fauzia Farzana**ORDER**

Pursuant to the above stipulation between the parties, and good cause appearing
therefore, IT IS HEREBY ORDERED THAT:

Defendant Downey Savings and Loan Association, F.A., is hereby granted leave to file a
counter-claim against plaintiff Reverend Will Hardeman for declaratory relief and equitable
subrogation and a cross-claim against Primewest Residential Loans, Inc. and Fauzia Farzana for
express contractual indemnity, implied contractual indemnity, and equitable indemnity, which
shall be filed and served no later than September __, 2007.

24 Dated: September __, 2007


Edward M. Chen
U.S. Magistrate Judge

STIPULATION AND ORDER GRANTING DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A., LEAVE
TO FILE COUNTER-CLAIM AND CROSS-CLAIM
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1 Dated: September __, 2007

STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP

By:

Edward Egan Smith
Simon R. Goodfellow
Attorneys for Defendant Downey Savings
and Loan Association, F.A.

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7 Dated: September __, 2007

By:

Christine M. Humphries
Attorney for Defendants DSL Service
Company and Foreclosure Consultants, Inc.

10 Dated: September 17, 2007

LAW OFFICES OF JOHN L. FALLAT

By:

John L. Fallat
Attorney for Fauzia Farzana

ORDER

Pursuant to the above stipulation between the parties, and good cause appearing
therefore, IT IS HEREBY ORDERED THAT:

Defendant Downey Savings and Loan Association, F.A., is hereby granted leave to file a
counter-claim against plaintiff Reverend Will Hardeman for declaratory relief and equitable
subrogation and a cross-claim against Primewest Residential Loans, Inc. and Fauzia Farzana for
express contractual indemnity, implied contractual indemnity, and equitable indemnity, which
shall be filed and served no later than September __, 2007. 11/16/07.

24 Dated: September __, 2007

11/14/07

Edward M. Chen
U.S. Magistrate Judge

IT IS SO ORDERED
AS MODIFIED

Judge Edward M. Chen

STIPULATION AND ORDER GRANTING DOWNEY'S
TO FILE COUNTER-CLAIM AND CROSS-CLAIM
S: WATCH HARDMAN Filing Stipulation, Counter and Cross-Claim, and

DOWN, F.A., LEAVE